

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

ALTERRA AMERICA INSURANCE CO.,

Plaintiff,

-against-

NATIONAL FOOTBALL LEAGUE, et al.,

Defendants.

Index No: 652813/2012 E

**STIPULATION AND [PROPOSED]
ELECTRONIC DISCOVERY ORDER**

DISCOVER PROPERTY & CASUALTY
COMPANY, et al,

Plaintiffs,

-against-

NATIONAL FOOTBALL LEAGUE et al.,

Defendants.

Index No: 652933/2012 E

Hon. Jeffrey K. Oing

One or more of the parties to this litigation have indicated that they believe relevant information is stored in electronic format and that this content is responsive to current or anticipated discovery requests. Accordingly, it is Ordered that:

- (1) **Meet and Confer.** Pursuant to Uniform Trial Court Rule 202.12(c)(3) [22 NYCRR 202.12(c)(3)] and Uniform Commercial Division Rule 8(b) [22 NYCRR 202.70(g)(8)(b)], counsel certify that they have fulfilled their requirement to have met and conferred regarding certain matters relating to electronic discovery, before the Preliminary Conference. Counsel hereby certify that: (1) pursuant to 22 NYCRR 202.12(b), that to the extent they believe this case is reasonably likely to include electronic discovery, they are sufficiently versed in matters relating to their clients' technological systems to discuss competently all issues relating to electronic discovery or have brought someone to address these issues on their behalf; and (2) that pursuant to 22 NYCRR 202.12(c)(3), they have met and conferred to discuss these issues.

Date(s) of parties meet and confer conferences(s): January 25, 2017.

(2) **Unresolved Issues:** After the completion of a meet and confer conference the following issues remain outstanding and require court interventions: ☐ Preservation; ☐ Production; ☐ Privileged documents; ☐ Inadvertent production; and ☐ Other (please specify _____).

(3) **Summary of Dispute.** Pursuant to 22 NYCRR 202.12(c)(1) and to the extent not already provided in other portions of the preliminary conference order, briefly describe the factual and legal issues raised in the pleadings of this litigation¹:

(a) Plaintiffs' legal theory, claims / counterclaim defenses:

- (i) The Travelers Plaintiffs (Discover Property Casualty Company, St. Paul Protective Insurance Company, Travelers Property Casualty Company, Travelers Casualty & Surety Company and Travelers Indemnity Company) each allegedly issued one or more policies of liability insurance to the National Football League and / or NFL Properties, Inc. (n/k/a NFL Properties LLC). As noted below, the NFL and NFLP are seeking insurance coverage for underlying claims asserted by thousands of former NFL players and a related class action settlement that is uncapped in total payment amount. The Travelers Plaintiffs have numerous potential defenses to coverage based upon the terms and conditions of their policies, as outlined in their Amended Complaint and other pleadings.

Amount Demanded: No monetary demands at this time.

- (ii) Alterra America Insurance Co.: See description at 3(b)(ii) below

(b) Defendants' legal theory, defenses, counterclaims and third party claims:

- (i) The National Football League and NFL Properties LLC seek insurance coverage for bodily injury claims filed in underlying tort litigation by thousands of former NFL players. These underlying tort plaintiffs allege, among other things, that concussive and sub-concussive impacts during their playing careers have caused long-term neurocognitive injuries, and that the NFL acted negligently in failing to protect against or warn of such injuries.

Amount Demanded: To be determined.

- (ii) Insurer Defendants:

The Insurer Defendants each allegedly issued one or more policies of liability insurance to the National Football League and/or NFL Properties, Inc. (n/k/a NFL Properties LLC). The NFL and NFLP are seeking insurance coverage for underlying

¹ Each party has provided a brief description of the factual and legal issues raised in its own pleadings. No party's agreement to this stipulation and proposed order should be construed as an admission with respect to the accuracy or completeness of the description(s) provided by any other party.

claims asserted by thousands of former NFL players and a related class action settlement that is uncapped in total payment amount and provides compensation for certain qualifying diagnoses, among other benefits. The Insurer Defendants have numerous potential defenses to coverage based upon the terms and conditions of their respective policies, as outlined in their Answers, Cross-Claims and Affirmative Defenses filed in these actions.

Amount Demanded: No monetary demands at this time.

(4) **Preservation (22 NYCRR 202.12(c)(3)(iv)-(v))**

- (a) The parties have discussed and agree to the following scope and methods for preservation of electronically stored information, including but not limited to retention of electronic data and implementation of a data preservation plan; identification of relevant data; disclosure of the programs and manner in which the data is maintained; identification of computer system(s) utilized; and identification of the individual(s) responsible for data preservation:

All parties have agreed to and instructed relevant employees involved in the events at issue to preserve documents, including suspension of data or records destruction and auto-deletion policies.

For purposes of the parties' document preservation agreement, the term "document" should be construed broadly to include written, typed, printed, recorded, or electronically stored information of any kind, and specifically includes, without limitation, emails, databases where responsive documents are located, spreadsheets, presentations, notes, reports, analyses, and memoranda, in native file format and with all accompanying metadata, regardless of whether designated "confidential," "privileged," or otherwise restricted; provided, however, that the term "document" shall not be construed to include voicemails, instant messages, internet usage logs, or electronic calendars, except to the extent that any voicemail, instant message, internet usage log, or electronic calendar has been retained by the responding party in hard copy format or has been made part of the responding party's electronic claim files.

- (b) The parties anticipate the need for judicial intervention regarding the following issues concerning the scope and methods of preserving electronically stored information: None at this time.

(5) **Production. 22 NYCRR 202.12(c)(3)(i)-(x)**

- (a) Pursuant to 22 NYCRR 202.12(c)(3)(vi), the parties have determined the following shall sufficiently define the scope, extent and form of production:

The parties agree that electronic documents produced shall include custodial emails and e-files, as well as any responsive documents located in shared network data. The parties shall implement reasonable measures to identify, cull, and review their own potentially responsive electronically-stored information ("ESI") based upon the document requests served upon them, and the parties' objections and responses thereto. The parties shall collect and produce responsive documents and shall meet and confer as necessary on the custodians and sources of ESI searched in connection with the production. Each party will

disclose an initial proposed list of custodians and sources of ESI with its objections and responses to document requests on March 3, 2017 (or another date agreed by the parties or ordered by the Court). In addition, if it is not feasible for a party to conduct a manual review of all potentially responsive documents and emails, that party shall disclose all search terms used in collecting the production.

To the extent any disputes arise over the appropriate scope of any party's custodian list or search terms, the parties will meet and confer in good faith in effort to resolve such disputes and reserve all rights to seek assistance from the Court in the event resolution cannot be achieved.

To the extent either side believes that part or all of a document reflects privileged communications or privileged work product, it will either produce the document in redacted form or withhold the document. Any withheld or redacted document shall be summarized in a privilege log, as described further below.

Documents shall be produced in the following format:

Production Format

General Instructions - Productions shall be provided on CD, DVD, external hard drive, or by FTP site (or similar means of electronic distribution) and labeled with a case name, production date and bates range. Productions must be provided in Concordance® and/or IPRO load file format (.DAT, .OPT, and or LFP) using industry standard ASCII delimiters for field identification (" "ASCII (020), Text Quote = "p" ASCII (254), Multi-Entry = ",'" ASCII (059)). Each image file shall be named uniquely and sequentially Bates numbered and endorsed with the Bates number and confidentiality designation (if any) burned on the face of the image in a location that does not cover up any of the document's original text or image. Each Bates number shall be of a consistent length. Any privileged information within the metadata shall be removed, replaced with "privilege" and marked on a privilege log. Passwords for any native documents requiring them must be provided, if available. The parties will not undertake to crack passwords that are not available. Zip files or other compressed files should be broken out into individual file parts and the parent compressed file does not need to be produced.

1. Production of Documents Originating as Paper:

To the extent that a party produces hard copy (*i.e.*, paper) documents (rather than making such hard copy documents available for inspection), such documents shall be scanned and produced in the format of single-page, black and white, group IV TIFF images of at least 300 dpi resolution in a folder called "IMAGES." All paper documents shall be unitized to the smallest document break. Document level, multi-page, formatted as ANSI, OCR text files shall also be produced and shall be named with the beginning Bates number of the corresponding document and produced in a separate folder called "TEXT." A path to each text file within the production shall be provided in a data load file for Concordance.

Any paper production portion of a load file will provide document boundaries and parent-child relationships, and shall include the following document information, to the extent available:

ProdBeg	Integer - Text	Starting Bates #
ProdEnd	Integer - Text	Ending Bates #
ProdBegAttach	Integer - Text	Where applicable Starting bates # of document family
ProdEndAttach	Integer - Text	Where applicable Ending bates # of document family
Source	Text	Where applicable Name of person the document was collected from
Confidentiality	Text	Any confidentiality designation asserted on the document
TextLink	Text	Path including filename to the associated searchable text file (Relative Path)

2. ESI:

To the extent that a party produces any ESI, with the exception of MS-Excel files, PowerPoint files, CSV files, Multimedia files, and files that cannot be rendered as an image (such as database files, including MS Access files), it shall be produced in the format of black and white single page Group IV TIFF² of at least 300 dpi resolution in a folder called "IMAGES." The original native files shall be preserved. For documents whose native format is MS-Excel files, PowerPoint files, CSV files, Multimedia files, and files that cannot be rendered as an image (such as database files, including MS Access files), the original native files should be produced in addition to a single page TIF placeholder for each document. The placeholder should be endorsed with "Document Provided Natively," and endorsed with the Bates number assigned to that document. The produced native file should be named with the Bates number assigned to that document and placed in a "NATIVE" folder. Any confidentiality or other designations stamped on the placeholder for such a document shall apply to the entire native file and its contents. A link to the native file should be provided in the data load file. Document level, multi-page, formatted as ANSI, OCR text files (or, where available, extracted document level text files) shall also be produced and shall be named with the beginning Bates number of the corresponding document. A path to each text file within the production shall be provided in the data load file. The OCR (and/or extracted) text files shall be produced in a separate folder called "TEXT."

Notwithstanding the above, original native files need not be produced for documents produced with redacted images, regardless of original native file format.

Load files will provide document boundaries and parent-child relationships, to the extent that they exist, for all produced data and shall also include the following metadata as separate fields, to the extent available:

ProdBeg	Integer - Text	Starting Bates #	Starting Bates #
ProdEnd	Integer - Text	Ending Bates #	Ending Bates #
ProdBegAttach	Integer - Text	Starting bates # of document family	Starting bates # of document family
ProdEndAttach	Integer - Text	Ending bates # of document family	Ending bates # of document family
NumAttach	Integer - Text	# of attachments	# of attachments
Parentid	Integer - Text	Production ID of the Parent Document	Production ID of the Parent Document
Atttitle	Text	Attachment Title	Attachment Title
Custodian	Text	Name of person the document was collected from	Name of person the document was collected from
DupCustodian	Text – paragraph Separate entries with “,”	All names of people the document was collected from even if removed from production as a duplicate	All names of people the document was collected from even if removed from production as a duplicate
Folder	Text	File path/folder structure for the original native file as it existed at the time of collection	File path/folder structure for the original native file as it existed at the time of collection. Should include full path and folder locations of email container files such as PST and NSF and the internal path of the email within those files
From	Text - paragraph		Sender of message
To	Text – paragraph Separate entries with “,”		Recipients of message
CC	Text – paragraph Separate entries with “,”		Copied recipients
BCC	Text – paragraph Separate entries with “,”		Blind copied recipients
Subject	Text - paragraph		Subject of message

Date_Sent	Date (mm/dd/yyyy)		Date message sent
Time_Sent	Time (hh:mm:ss)		Time message sent (EST / EDT)
Date_Rcvd	Date (mm/dd/yyyy)		Date message received
Time_Rcvd	Time (hh:mm:ss)		Time message received (EST / EDT)
FileName	Text - paragraph	Name of original file including extension	Name of original file including extension
FileExtension	Text	Extension of original file	Extension of original file
Doctype	Text	Attachment	Email
Date_Created	Date/Time (mm/dd/yyyy)	Date file was created	
Date_LastMod	Date/Time (mm/dd/yyyy)	Date file was last modified	
Title	Text - paragraph	Title from document metadata	
Author	Text - paragraph	Document author from metadata	
Company	Text - paragraph	Document company or organization from metadata	
Confidentiality	Text	Any confidentiality designation asserted on the document	Any confidentiality designation asserted on the document
MD5 Hash	Text	MD5 or SHA-1 Hash Value of document	MD5 or SHA-1 Hash Value of document
NativeLink	Text - paragraph	Path including filename to the associated native file if produced (Relative Path)	Path including filename to the associated native file if produced (Relative Path)
TextLink	Text - paragraph	Path including filename to the associated searchable text file (Relative Path)	Path including filename to the associated searchable text file (Relative Path)

3. Duplicates:

Each party may remove exact duplicate documents (i.e. identical copies of the same document), including without limitation electronic mail, to reduce unnecessary costs of reviewing and producing exact duplicate documents; provided, however, that the parties shall provide the name(s) of all custodians who possessed any such exact duplicate documents, including without limitation by providing a "DupCustodian" metadata field. ESI duplicates shall be identified by using industry standard MD5 or SHA-1 algorithms to create and compare hash values for exact matches only. The parties agree to meet and confer regarding the use of other de-duplication methods. For emails with attachments, the hash value is generated based on the parent child document grouping, i.e., emails shall be treated as duplicates only if they are identical both in their bodies and in all their attachments, and an email attachment shall not be treated as a duplicate merely because an identical copy of the document exists as a separate file. Any duplicate ESI that is not produced shall be preserved.

- (b) Exceptions to general production format: None at this time.

- (c) The parties anticipate the need for judicial intervention regarding the following issues concerning the scope, extent and form of production: None at this time.

(d) **Privileged documents.**

- (1) **Identification.** Pursuant to 22 NYCRR 202.12(c)(3)(vii), the parties have agreed to the following method for the identification (including logging) and redaction of privileged documents:

The method for identification (including logging) and redaction of privileged ESI shall be the same as the method agreed for all other documents after the meet-and-confer ordered in the November 14, 2016 Case Management Order ¶ (3)(b).

- (2) **Claw-back agreements.** Pursuant to 22 NYCRR 202.12(c)(viii), to the extent the parties have agreed, the following is the protocol for the production of privileged materials:

The parties shall follow the procedure described in the May 22, 2013 Stipulation and Order for the Production and Exchange of Confidential Information ¶ 19 relating to the claw-back of privileged information; provided, however, the parties agree that disclosure (including production) of privileged information that a producing party later claims should not have been disclosed because of a privilege, including, but not limited to, the attorney-client privilege or work product doctrine, shall not constitute a waiver of, or estoppel as to, any claim of privilege for withholding production in this litigation or any other federal or state proceeding.

- (e) **Cost of Production.** The parties have analyzed their client's data repositories and pursuant to 22 NYCRR 202(c)(3)(x) and have estimated the costs associated with the production of electronic material. The drives and components underlying each of those costs are as follows :

- (1) **Cost:** At this time, the parties have not obtained estimates for the costs associated with the production of ESI.
- (2) **Allocation:** Pursuant to 22 NYCRR 202(c)(3)(x) the allocation of the cost of production shall be as follows:

Costs shall be allocated in accordance with *U.S. Bank, N.A. v. GreenPoint Mortg. Funding, Inc.*, 94 A.D.3d 58 (1st Dep't 2012); provided, however, that nothing in this order shall limit any party's rights with respect to any application for attorneys' fees and / or costs pursuant to *Mighty Midgets, Inc. v. Centennial Ins. Co.*, 47 N.Y.2d 12 (1979), or any similar authority.

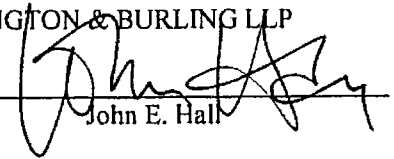
(f) **Other Issues:**

1. The parties understand that the obligation to produce is ongoing and understand that, if it is determined that certain documents / materials have not been produced that should have been produced, supplemental production(s) shall be made.

2. All rights are reserved for amending and / or supplementing discovery demands.


3. Nothing in this order shall require the re-production of any documents, including ESI, produced in discovery in these actions before the date of this order.

The foregoing constitutes the final agreement between the parties to all matters concerning electronic discovery:

Party: National Football League and NFL Properties LLC	COVINGTON & BURLING LLP By:  John E. Hall The New York Times Building 620 Eighth Avenue New York, NY 10018 (212) 841-1000
Party: Alterra America Insurance Company	By:
Party: Discover Property Casualty Company, St. Paul Protective Insurance Company, Travelers Property Casualty Company, Travelers Casualty & Surety Company and Travelers Indemnity Company	By:
Party: TIG Insurance Company, The North River Insurance Company and United States Fire Insurance Company	By:
Party: Chartis Property Casualty Company, Chartis Specialty Insurance Company, Illinois National Insurance Company and National Union Fire Insurance Company of Pittsburgh, Pa.	By:
Party: Continental Insurance Company Continental Casualty Company	By:
Party: Allstate Insurance Company, solely as successor in interest to Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company	By:
Party: Bedivere Insurance Company f/k/a OneBeacon Insurance Company	By:
Party: Hartford Accident & Indemnity Company and New England Reinsurance Corporation	By:

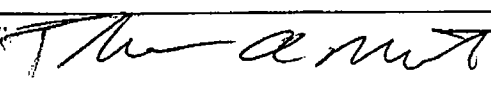
2. All rights are reserved for amending and / or supplementing discovery demands.
3. Nothing in this order shall require the re-production of any documents, including ESI, produced in discovery in these actions before the date of this order.

The foregoing constitutes the final agreement between the parties to all matters concerning electronic discovery:

Party: National Football League and NFL Properties LLC	By:
Party: Alterra America Insurance Company	By:  Gene Patrick (US) LLP
Party: Discover Property Casualty Company, St. Paul Protective Insurance Company, Travelers Property Casualty Company, Travelers Casualty & Surety Company and Travelers Indemnity Company	By:
Party: TIG Insurance Company, The North River Insurance Company and United States Fire Insurance Company	By:
Party: Chartis Property Casualty Company, Chartis Specialty Insurance Company, Illinois National Insurance Company and National Union Fire Insurance Company of Pittsburgh, Pa.	By:
Party: Continental Insurance Company Continental Casualty Company	By:
Party: Allstate Insurance Company, solely as successor in interest to Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company	By:
Party: Bedivere Insurance Company f/k/a OneBeacon Insurance Company	By:
Party: Hartford Accident & Indemnity Company and New England Reinsurance Corporation	By:
Party: ACE American Insurance Company Century Indemnity Company (as successor in interest to Insurance Company of North America, Indemnity Insurance Company of North America, and California Union Insurance Company), Illinois Union Insurance Company, Westchester Fire Insurance Company, Federal Insurance Company, Great Northern Insurance Company Vigilant Insurance Company, and Pacific Indemnity Company	By:

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3. Nothing in this order shall require the re-production of any documents, including ESI, produced in discovery in these actions before the date of this order.

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Party: National Football League and NFL Properties LLC	By:
Party: Alterra America Insurance Company	By:
Party: Discover Property Casualty Company, St. Paul Protective Insurance Company, Travelers Property Casualty Company, Travelers Casualty & Surety Company and Travelers Indemnity Company	By:  PUTNEY, TWOMBLY, HALL & HIRSON LLP
Party: TIG Insurance Company, The North River Insurance Company and United States Fire Insurance Company	By:
Party: Chartis Property Casualty Company, Chartis Specialty Insurance Company, Illinois National Insurance Company and National Union Fire Insurance Company of Pittsburgh, Pa.	By:
Party: Continental Insurance Company Continental Casualty Company	By:
Party: Allstate Insurance Company, solely as successor in interest to Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company	By:
Party: Bedivere Insurance Company f/k/a OneBeacon Insurance Company	By:
Party: Hartford Accident & Indemnity Company and New England Reinsurance Corporation	By:
Party: ACE American Insurance Company Century Indemnity Company (as successor in interest to Insurance Company of North America, Indemnity Insurance Company of North America, and California Union Insurance Company), Illinois Union Insurance Company, Westchester Fire Insurance Company, Federal Insurance Company, Great Northern Insurance Company Vigilant Insurance Company, and Pacific Indemnity Company	By:

2. All rights are reserved for amending and / or supplementing discovery demands.

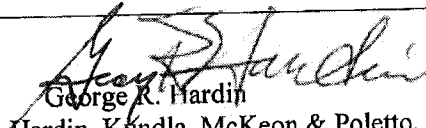
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Party: National Football League and NFL Properties LLC	By:
Party: Alterra America Insurance Company	By:
Party: Discover Property Casualty Company, St. Paul Protective Insurance Company, Travelers Property Casualty Company, Travelers Casualty & Surety Company and Travelers Indemnity Company	By:
Party: TIG Insurance Company, The North River Insurance Company and United States Fire Insurance Company	By: <i>Heather Smirn</i> Corroll, McNulty & Kull LLC
Party: Chartis Property Casualty Company, Chartis Specialty Insurance Company, Illinois National Insurance Company and National Union Fire Insurance Company of Pittsburgh, Pa.	By: <i>Warren Lutz / HS w/ permission</i>
Party: Continental Insurance Company Continental Casualty Company	By: <i>William Galor / HS w/ permission</i>
Party: Allstate Insurance Company, solely as successor in interest to Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company	By: <i>[Signature]</i>
Party: Bedivere Insurance Company f/k/a OneBeacon Insurance Company	By:
Party: Hartford Accident & Indemnity Company and New England Reinsurance Corporation	By:
Party: ACE American Insurance Company Century Indemnity Company (as successor in interest to Insurance Company of North America, Indemnity Insurance Company of North America, and California Union Insurance Company), Illinois Union Insurance Company, Westchester Fire Insurance Company, Federal Insurance Company, Great Northern Insurance Company Vigilant Insurance Company, and Pacific Indemnity Company	By:

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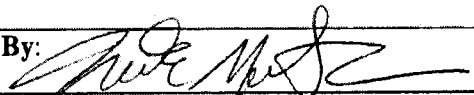
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Party: Discover Property Casualty Company, St. Paul Protective Insurance Company, Travelers Property Casualty Company, Travelers Casualty & Surety Company and Travelers Indemnity Company	By:
Party: TIG Insurance Company, The North River Insurance Company and United States Fire Insurance Company	By:
Party: Chartis Property Casualty Company, Chartis Specialty Insurance Company, Illinois National Insurance Company and National Union Fire Insurance Company of Pittsburgh, Pa.	By:
Party: Continental Insurance Company Continental Casualty Company	By:
Party: Allstate Insurance Company, solely as successor in interest to Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company	By:
Party: Bedivere Insurance Company f/k/a OneBeacon Insurance Company	By:  George R. Hardin Hardin, Kundla, McKeon & Poletto, P.A.
Party: Hartford Accident & Indemnity Company and New England Reinsurance Corporation	By:
Party: ACE American Insurance Company Century Indemnity Company (as successor in interest to Insurance Company of North America, Indemnity Insurance Company of North America, and California Union Insurance Company), Illinois Union Insurance Company, Westchester Fire Insurance Company, Federal Insurance Company, Great Northern Insurance Company Vigilant Insurance Company, and Pacific Indemnity Company	By:

2. All rights are reserved for amending and / or supplementing discovery demands.
3. Nothing in this order shall require the re-production of any documents, including ESI, produced in discovery in these actions before the date of this order.

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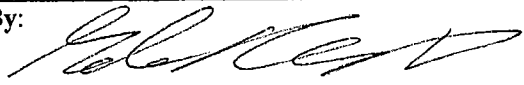
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Party: Alterra America Insurance Company	By:
Party: Discover Property Casualty Company, St. Paul Protective Insurance Company, Travelers Property Casualty Company, Travelers Casualty & Surety Company and Travelers Indemnity Company	By:
Party: TIG Insurance Company, The North River Insurance Company and United States Fire Insurance Company	By:
Party: Chartis Property Casualty Company, Chartis Specialty Insurance Company, Illinois National Insurance Company and National Union Fire Insurance Company of Pittsburgh, Pa.	By:
Party: Continental Insurance Company Continental Casualty Company	By:
Party: Allstate Insurance Company, solely as successor in interest to Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company	By:
Party: Bedivere Insurance Company f/k/a OneBeacon Insurance Company	By:
Party: Hartford Accident & Indemnity Company and New England Reinsurance Corporation	By: <i>James Rocap/Asul permission</i>
Party: ACE American Insurance Company Century Indemnity Company (as successor in interest to Insurance Company of North America, Indemnity Insurance Company of North America, and California Union Insurance Company), Illinois Union Insurance Company, Westchester Fire Insurance Company, Federal Insurance Company, Great Northern Insurance Company Vigilant Insurance Company, and Pacific Indemnity Company	By: <i>Barbara M. Almeida Clyde & Co US LLP</i>

Party: Munich Reinsurance America, Inc.	By: 
Party: XL Insurance America Inc.	By: Richard Pratt, as a/ permission
Party: American Guarantee and Liability Insurance Company	By:
Party: Arrowood Indemnity Company f/n/a Royal Indemnity Company	By:
Party: Guarantee Insurance Company	By:
Party: Fireman's Fund Insurance Company	By:

Dated: _____, 20__

SO ORDERED:

J.S.C.

Party: Munich Reinsurance America, Inc.	By:
Party: XL Insurance America Inc.	By:
Party: American Guarantee and Liability Insurance Company	By: 
Party: Arrowood Indemnity Company f/n/a Royal Indemnity Company	By: 
Party: Guarantee Insurance Company	By:
Party: Fireman's Fund Insurance Company	By:

Dated: _____, 20__

SO ORDERED:

J.S.C.

Party: Munich Reinsurance America, Inc.	By:
Party: XL Insurance America Inc.	By:
Party: American Guarantee and Liability Insurance Company	By:
Party: Arrowood Indemnity Company f/n/a Royal Indemnity Company	By:
Party: Guarantee Insurance Company	By: <i>George Tompkins / His w/ permission</i>
Party: Fireman's Fund Insurance Company	By: <i>Michael [Signature]</i>

Dated: _____, 20__

SO ORDERED:

J.S.C.